

LAW OFFICES  
WATERFALL ECONOMIDIS CALDWELL  
HANSHAW & VILLAMANA, P.C.  
5210 E. WILLIAMS CIRCLE, SUITE 800  
TUCSON, ARIZONA 85711  
TELEPHONE (520) 790-5828  
FACSIMILE (520) 745-1279

*Attorneys for INOVA Federal Credit Union*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

In re:

Thomas Rodriguez-Ruiz

Debtor.

Chapter 13

CASE: 2:19-bk-02542-MCW

**OBJECTION TO CONFIRMATION OF  
DEBTORS' PROPOSED CHAPTER 13  
PLAN**

INOVA Federal Credit Union ("INOVA"), by and through its attorneys undersigned, hereby files its Objection to Confirmation of Debtor's Proposed Chapter 13 Plan of Reorganization (the "Objection"), based upon the following:

1. Debtor filed this Chapter 13 case on March 1, 2019, and Edward J. Maney is the duly appointed Chapter 13 Trustee for this case.

2. INOVA holds an interest in a 2013 Ford F150 Pickup VIN: 1FTFW1CT8DKE71263 (the "Vehicle"), and all accessories thereto in possession of Debtor, under a contract dated September 19, 2018, (the "Contract"), a copy of which is attached hereto as Exhibit A and is incorporated herein by this reference. Evidence of INOVA's interest in the Vehicle is attached hereto as Exhibit B and is incorporated herein by this reference.

3. The net payoff due on the Debtor's account, as of the petition date, was \$32,539.57, together with costs and legal fees, and interest accruing thereon at the contract rate of 3.50%. Debtor's Chapter 13 Plan proposes to pay the secured claim of INOVA a secured amount of \$32,944.00 together with interest accruing thereon at 5.25%. INOVA objects to the proposed secured value and insufficient amount of adequate protection payments in the Plan. Pursuant to

1 §1326(a)(1)(C) of the Bankruptcy Code, and Local Rule 2084-6, adequate protection payments in  
2 the amount of at least 1% of value from month one of the Plan are to be paid to INOVA directly.  
3 The NADA value for this Vehicle, from the date of filing, is \$22,300.00, which is the value of the  
4 Vehicle by Code §506(a)(2), and the amount of INOVA's claim for this Vehicle.

5 4. With regard to monthly adequate protection payments under the Plan, INOVA  
6 alleges that adequate protection payments should be made at a rate of \$223.00 per month, duly  
7 allowed as an administrative claim and payable monthly and directly to INOVA, from the Trustee,  
8 and be paid each month from the Debtor's Plan payments to the Trustee during the case, from  
9 month one of the Plan until regular Plan payments to INOVA begin; or upon dismissal or  
10 conversion of the case, as required by Code §1326(a)(1)(C) and Local Bankruptcy Rule 2084-6(b).

11 5. Debtor purchased the Vehicle and incurred the purchase money secured debt to  
12 ALLY less than 910 days prior to filing this bankruptcy; and pursuant to Bankruptcy Code  
13 §1325(a)(5), ALLY is entitled to have its Collateral fully secured through Debtor's Chapter 13  
14 Plan, and to be paid according to its Contract with Debtor. ALLY alleges that if Debtor is to  
15 modify ALLY's lien, then it should be paid the payoff amount of \$32,539.57. Debtor needs to list  
16 the debt in the Chapter 13 plan under 5a "*unmodified secured claims*" since this claim is a 910  
17 claim.

18 6. INOVA is in agreement with the proposed interest rate.

19 7. INOVA further objects to any Plan provision which provides that INOVA Federal  
20 Credit Union's security interest will terminate upon payment of the allowed secured claim.  
21 INOVA asserts that its lien will not terminate until such time as the Debtor fully consummate the  
22 Chapter 13 Plan and is discharged, pursuant to BAPCPA (10/17/05).

1       WHEREFORE, for all of the above grounds, INOVA Federal Credit Union respectfully  
2 requests that this Court deny confirmation of the Debtor's proposed Chapter 13 Plan of  
3 Reorganization.

4       DATED this 10<sup>th</sup> day of June, 2019.

5                               WATERFALL, ECONOMIDIS, CALDWELL,  
6                               HANSHAW & VILLAMANA, P.C.

7  
8                               By: /s/ Kasey C. Nye (#020610)  
                                    Kasey C. Nye  
                                    Attorneys for INOVA Federal Credit Union  
9

10       Filed this 10<sup>th</sup> day of June, 2019,  
11       and copies mailed to:

12       Thomas Rodriguez-Ruiz  
13       4717 E Vineyard Road  
14       Phoenix, AZ 85003  
              Debtor

15       Martin J. Berkley  
16       Berkley Law Office  
17       4041 S. McClintock Dr. Suite 312  
              Tempe, AZ 85282  
              Attorneys for Debtor

18       Edward J. Maney  
19       101 N First Avenue Suite 1775  
20       Phoenix, AZ 85003  
              Chapter 13 Trustee

21       By: /s/ S.Lewellen  
22  
23  
24  
25  
26

# EXHIBIT A



P.O. Box 1148  
Elkhart, IN 46516  
358 S. Elkhart Avenue  
Elkhart, IN 46516  
Phone: 1-800-845-3732  
Fax: (574) 283-6119  
www.inovalcu.org

## Loan and Security Agreements and Disclosure Statement

☐ Covered Borrower Under Military Lending Act

☒ FIXED RATE ☐ STEP RATE LOAN DATE ACCOUNT NUMBER LOAN NUMBER MATURITY DATE  
☐ VARIABLE RATE 9/19/2018 [REDACTED] [REDACTED] 4/20/2025

<b>BORROWER 1 (Name &amp; Address)</b> THOMAS RUIZ RODRIQUEZ 4717 E VINEYARD RD PHOENIX, AZ 85042	<b>BORROWER 2 (Name &amp; Address)</b>
<b>BORROWER 3 (Name &amp; Address)</b>	<b>BORROWER 4 (Name &amp; Address)</b>

### TRUTH IN LENDING DISCLOSURE ('e' means an estimate)

<b>ANNUAL PERCENTAGE RATE</b> The cost of Your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost You.	<b>Amount Financed</b> The amount of credit provided to You or on Your behalf.	<b>Total of Payments</b> The amount You will have paid after You have made all payments as scheduled.	<b>Total Sale Price</b> The total cost of Your purchase on credit is \$0.00 which includes Your downpayment of \$0.00
3.678 %	\$4,481.37	\$34,172.99	\$40,105.25	
<b>Your Payment Schedule Will Be:</b>			<b>Prepayment:</b> If You pay off early You will not have to pay a penalty.	
<b>Number of Payments</b>	<b>Amount of Payments</b>	<b>When Payments Are Due</b>	<b>Required Deposit:</b> The Annual Percentage Rate does not take into account Your required deposit, if any.	
77	\$514.17 MONTHLY	beginning 11/20/2018	<b>Demand:</b> <input type="checkbox"/> This obligation has a demand feature.	
1	\$514.16	4/20/2025	<input type="checkbox"/> All disclosures are based on an assumed maturity of one year.	
<b>Property Insurance:</b> You may obtain property insurance from anyone You want that is acceptable to the Credit Union. If You get the insurance from the Credit Union You will pay \$			<b>Filing Fees</b> \$0.00	<b>Non-Filing Insurance</b> \$
<b>Late Charge:</b> If Your payment is 15 days or more late, You will pay a late fee of 5% of the payment amount.				
<b>Security:</b> Collateral securing other loans with the Credit Union may also secure this Loan. You are giving a security interest in Your shares and dividends and, if any, Your deposits and interest in the Credit Union; and the Property described below:				
<b>Collateral</b>	<b>Property/Model/Make</b>	<b>Year</b>	<b>I.D. Number</b>	<b>Type Value Key Number</b>
FORD	F150 PICKUP	2013	1FTFW1CT8DKE71263	SUPERCREW \$23,250.00 \$ \$
<b>Other (Describe)</b> Pledge of Shares \$ In Account No. \$ In Account No.				
<b>Variable Rate:</b>				
See Your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.				

**LOANLINER.**

© CUNA Mutual Group 1999, 2000, 01, 02, 03, 04, 08, 08, 2018, 18  
All Rights Reserved

Page 1 of 5

Case 2:19-bk-02542-MCW

Doc 18 Filed 06/10/19 Entered 06/10/19 10:43:44 Desc  
Main Document Page 5 of 13

NZX011-E

**ITEMIZATION OF THE AMOUNT FINANCED ('e' means an estimate)**

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$34,371.99	\$0.00	\$0.00	\$0.00

**Amounts Paid to Others on Your Behalf: (If an amount is marked with an asterisk (\*) We will be retaining a portion of the amount.)**

\$199.00	To PROCESSING AND VSI FEE	\$499.00	To GAP
\$2,275.00	To Service Contract	\$1,450.89	To Debt Cancellation
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To
\$	To	\$	To

**MILITARY LENDING ACT DISCLOSURES**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Please call Us at 1 (800) 645-3732 to receive oral disclosures of the Military Lending Act disclosure above and a description of the payment obligation.

A "Covered Borrower" for purposes of this loan means a consumer who, at the time the consumer becomes obligated on this loan, is a covered member or a dependent of a covered member as defined by the Military Lending Act. A Covered Borrower does not mean a consumer who (though a Covered Borrower at the time he or she became obligated on this transaction) no longer is a covered member or a dependent of a covered member as defined by the Military Lending Act.

**LOAN AGREEMENT**

In this Loan Agreement ("Agreement") all references to "Credit Union", "We", "Our" or "Us" mean the Credit Union whose name appears above and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "You" or "Your" mean each person who signs, or otherwise authenticates, this Agreement as a borrower.

**1. PROMISE TO PAY** - You promise to pay \$34,371.99 to the Credit Union plus interest on the unpaid balance until what You owe has been repaid.

For **fixed rate** loans, the interest rate is 3.500% per year.

For **step-rate** loans, the initial interest rate will be % until and then the interest rate will be % until the balance is repaid in full.

For **variable rate** loans, the initial interest rate is % per year and will vary as follows:

**Collection Costs:**

You agree to pay all cost of collecting what you owe under this Agreement and reasonable attorney fees. If you win in any action, suit or proceeding brought by the credit union or in any action you bring against the credit union, you will be awarded reasonable attorney fees. If you successfully assert a partial defense or set-off, recoupment or counterclaim, the court may withhold from the credit union the entire amount or such portion of the attorney fees as the court considers equitable.

**2. PAYMENTS** - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. If this is a variable rate loan, the Promise to Pay section tells You whether, if the interest rate increases, You will have to make more payments, higher payments, or if the final payment will be a balloon payment. You may prepay any amount without penalty. If You prepay any part of what You owe, You are still required to make the regularly scheduled payments, unless We have agreed to a change in the payment schedule. Because this is a simple interest loan, if You do not make payments exactly as scheduled, Your final payment may be more or less than the amount of the final payment that is disclosed. If You elect voluntary payment protection, We will either include the premium or program fee(s) in Your payments or extend the term of Your loan. If the term is extended, You will be required to make additional payments of the scheduled amount, until what You owe has been paid. You promise to make all payments to the place We choose. If this loan refinances another loan You have with Us, the other loan will be canceled and refinanced as of the date of this loan. Unless otherwise required by law, payments will be applied to amounts owed in the manner We choose.

**3. LOAN PROCEEDS BY MAIL** - If the proceeds of this loan are mailed to You, interest on this loan begins on the date the loan proceeds are mailed to You.

**4. SECURITY FOR LOAN** - This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans You have with Us also secures this loan, unless the property is a dwelling or otherwise

prohibited by federal and/or state law. In addition to Your pledge of shares, We may also have what is known as a statutory lien on all individual and joint accounts You have with Us. A statutory lien means We have the right under federal and/or state law to claim an interest in Your accounts. Unless otherwise prohibited by federal and/or state law, We can enforce a statutory lien against Your shares and dividends and, if any, interest and deposits, in all individual and joint accounts You have with Us to satisfy any outstanding financial obligation that is due and payable to Us. We may exercise Our right to enforce this lien without further notice to You, to the extent permitted by law. **For all borrowers:** You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts You have with the Credit Union now and in the future. **The statutory lien and/or Your pledge will allow Us to apply the funds in Your account(s) to what You owe when You are in default.** If a dollar amount and account number are listed in the "Security" section of the Truth in Lending Disclosure, You may not withdraw the amount that has been specifically pledged to secure this loan until the Credit Union agrees to release all or part of the pledged amount. The statutory lien and Your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

**5. DEFAULT** - You will be in default under this Agreement if You do not make a payment of the amount required on or before the date it is due. You will be in default if You break any promise You made in connection with this loan or if anyone is in default under any security agreement made in connection with this Agreement. You will be in default if You die, file for bankruptcy, become insolvent (that is, unable to pay Your bills and loans as they become due), or if You made any false or misleading statements in Your loan application. You will also be in default if something happens that We believe may seriously affect Your ability to repay what You owe under this Agreement or if You are in default under any other loan agreement You have with Us.

**6. ACTIONS AFTER DEFAULT** - When You are in default, We may demand immediate payment of the entire unpaid balance under this Agreement. If We demand immediate payment, You will continue to pay interest at the rate provided for in this Agreement, until what You owe has been repaid. **We will also apply against what You owe any shares and/or deposits given as security under this Agreement.** We may also exercise any other rights given by law when You are in default. **Unless You are a Covered Borrower under the Military Lending Act, You waive any right You have to receive demand for payment, notice of intent to demand immediate payment and notice of demand for immediate payment.**

**7. EACH PERSON RESPONSIBLE** - Each person who signs, or otherwise authenticates, this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means We can enforce Our rights against any one of You individually or against all of You together.

**8. LATE CHARGE** - If You are late in making a payment, You promise to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, You will not be charged one.

**9. DELAY IN ENFORCING RIGHTS** - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives.

**10. CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

**11. NOTICES** - Notices will be sent to You at the most recent address You have given Us in writing. Notice to any one of You will be notice to all.

**12. USE OF ACCOUNT** - You promise to use Your account for consumer (personal, family or household) purposes, unless the Credit Union gives You written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.

**13. NO ORAL AGREEMENTS -- THIS NOTE CONSTITUTES A "WRITTEN LOAN AGREEMENT" PURSUANT TO SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, IF SUCH SECTION APPLIES. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**14. The following is required by Vermont law: NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

**15. NOTICE TO UTAH BORROWERS:** This written Agreement is the final expression of the Agreement between You and the Credit Union. This written Agreement may not be contradicted by evidence of any oral agreement.

**16. OTHER PROVISIONS -**

### SECURITY AGREEMENT

In this Security Agreement ("Agreement") all references to "Credit Union", "We", "Our" or "Us" mean the Credit Union whose name appears on this document and anyone to whom the Credit Union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "You" or "Your" mean any person who signs, or otherwise authenticates, this Agreement.

**1. THE SECURITY FOR THE LOAN** - You give Us what is known as a security interest in the Property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest You give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which You buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money You receive from selling the Property or from insurance You have on the Property. If the value of the Property declines, You promise to give Us more property as security if asked to do so.

**2. WHAT THE SECURITY INTEREST COVERS/CROSS COLLATERAL PROVISIONS** - The security interest secures the Loan and any extensions, renewals or refinancings of the Loan. **Unless prohibited by applicable law, the security interest also secures any other loans, including any credit card loan, You have now or receive in the future from Us and any other**

**amounts You owe Us for any reason now or in the future, except any loan secured by Your principal dwelling.** If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or Your principal dwelling, the Property will secure only this Loan and not other loans or amounts You owe Us.

**3. OWNERSHIP OF THE PROPERTY** - You promise that You own the Property or, if this Loan is to buy the Property, You promise You will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that You have not already told Us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise You will allow no other security interest or lien to attach to the Property either by Your actions or by operation of law.

**4. PROTECTING THE SECURITY INTEREST** - If Your state issues a title for the Property, You promise to have Our security interest shown on the title. We may have to file what is called a financing statement to protect Our security interest from the claims of others. You irrevocably authorize Us to execute (on Your behalf), if applicable, and file one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code (UCC) in a form satisfactory to Us. You promise to do whatever else We think is necessary to protect Our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, We incur in protecting Our security interest and rights in the Property, to the extent permitted by applicable law.

**5. USE OF PROPERTY** - Until the Loan has been paid off, You promise You will: (1) Use the Property carefully and keep it in good repair. (2) Obtain Our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform Us in writing before changing Your address. (4) Allow Us to inspect the Property. (5) Promptly notify Us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose. (7) Not retitle the Property in another state without telling Us.

**6. PROPERTY INSURANCE, TAXES AND FEES** - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to Us. You may provide the property insurance through a policy You already have, or through a policy You get and pay for. You promise to make the Insurance policy payable to Us and to deliver the policy or proof of coverage to Us if asked to do so.

If You cancel Your insurance and get a refund, We have a right to the refund. If the Property is lost or damaged, We can use the insurance settlement to repair the Property or apply it towards what You owe. You authorize Us to endorse any draft or check which may be payable to You in order for Us to collect any refund or benefits due under Your Insurance policy.

If You do not pay the taxes or fees on the Property when due or keep it insured, We may pay these obligations, but We are not required to do so. Any money We spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and You will pay interest on those amounts at the same rate You agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor Our loans for the purpose of determining whether You and other borrowers have complied with the insurance requirements of Our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to Us and (2) the cost of determining compliance with the insurance requirements. If We add amounts for taxes, fees or insurance to the unpaid balance of the Loan, We may increase Your payments to pay the amount added within the term of the insurance or term of the Loan.

**7. INSURANCE NOTICE** - If You do not purchase the required property insurance, the insurance We may purchase and charge You for will cover only Our interest in the Property. The premium for this insurance may be higher because the insurance company may have given Us the right to purchase insurance after uninsured collateral is lost or damaged. **The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.**

**8. DEFAULT** - You will be in default if You break any promise You make or fail to perform any obligation You have under this Agreement. You will also be in default under this Agreement if the Loan is in default. You will be in default if any Property You have given Us as security is repossessed by someone else, seized under a forfeiture or similar law, or if anything else happens that significantly affects the value of the Property or Our security interest in it.

**9. WHAT HAPPENS IF YOU ARE IN DEFAULT** - When You are in default, We may demand immediate payment of the outstanding balance of the Loan without giving You advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If We ask, You promise to deliver the Property at a time and place We choose. If the Property is a motor vehicle or boat, You agree that We may obtain a key or other device necessary to unlock and operate it, when You are in default. We will not be responsible for any other property not covered by this Agreement that You leave inside the Property or that is attached to the Property. We will try to return that property to You or make it available for You to claim.

After We have possession of the Property, We can sell it and apply the money to any amounts You owe Us. We will give You notice of any public disposition or the date after which a private disposition will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code. If You have agreed to pay the Loan, You must pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what You owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan until that amount has been paid.

**10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN** - We can delay enforcing any of Our rights under this Agreement any number of times without losing the ability to exercise Our rights later. We can enforce this Agreement against Your heirs or legal representatives. If We change the terms of the Loan, You agree that this Agreement will remain in effect.

**11. CONTINUED EFFECTIVENESS** - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

**12. NOTICE FOR ARIZONA OWNERS OF PROPERTY** - It is unlawful for You to fail to return a motor vehicle that is subject to a security interest, within thirty days after You have received notice of default. The notice will be mailed to the address You gave Us. It is Your responsibility to notify Us if Your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.00.



☐ The following notice applies ONLY when the box at left is marked.

13. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

14. OTHER PROVISIONS -

### SIGNATURES

By signing, or otherwise authenticating, as Borrower, You agree to the terms of the Loan Agreement. If Property is described in the "Security" section of the Truth in Lending Disclosure, You also agree to the terms of the Security Agreement. If You sign, or otherwise authenticate, as "Owner of Property" You agree only to the terms of the Security Agreement.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT**

Borrower 1 Signature	THOMAS RUIZ RODRIQUEZ	Date
DocuSigned by:		9/21/2018
X THOMAS RUIZ RODRIQUEZ		(Seal)

THOMAS RUIZ RODRIQUEZ

Signature	Date
X	(Seal)

☐ Borrower 3:

☐ Owner of Property

☐ Witness

Borrower 2 Signature	Date
X	(Seal)

Signature	Date
X	(Seal)

☐ Borrower 4:

☐ Owner of Property

☐ Witness

# EXHIBIT B



## Electronic Title Copy

Vehicle ID Number	Year	Make	Model	Body Style	Lic Plate	Reg Exp
1FTFW1CT8DKE71263	2013	FORD	F15	12PU		

Weight	New/Used	Title Number	Odometer	State	Date Issued
		33AJ018306006	43059	AZ	11-02-2018

**Full Name of Owner(s)**

THOMAS R RODRIQUEZ  
4717 E VINEYARD RD  
PHOENIX, AZ 850426422

**Vehicle Brand(s)**

**Liens(s)**

INOVA FEDERAL CREDIT UNION  
PO BOX 1148  
ELKHART, IN 465151148

Lien Date: 09-24-2018  
ELT Number: 350887540  
LTN: 9589714950

**Odometer Brand(s)**

\* Information has been supplied by the lienholder, not the state titling agency.

Document ID: PP5GQQOXOG **THIS IS NOT A TITLE**  
This is an official Premier eTitleLien® Report  
generated by a customer of Decision Dynamics, Inc.



# EXHIBIT C



# NADA Online Used Car Guide

Vehicle Information **Used Cars/Truck(version 2.0)** Region **Desert Southwest**

Lookup VIN **1FTFW1CT8DKE71263**

Vehicle Selection

Accessory Totals -- Trade: \$ 475 Loan: \$ 475 Retail: \$ 550

Period **2019** **3**  
 Year **2013**  
 Make **FORD TRUCK**  
 Series **F150 Pickup**  
 Body **SuperCrew XLT 2WD**  
 Mileage **48000** Adj: \$ 2350

**Get Values**

- ☐ Certified Pre-Owned-F150\$0 \$0 \$1,800
- ☐ Power Seat\$250 \$250 \$300
- ☒ Aluminum/Alloy Wheels
- ☒ 3.5L V6 EcoBoost Engine\$475 \$475 \$550
- ☐ Auxiliary Fuel Tank\$50 \$50 \$75
- ☐ Fixed Running Boards\$50 \$50 \$75
- ☐ Roll Bar\$200 \$200 \$225
- ☐ Bed Liner\$50 \$50 \$75
- ☐ Fiberglass Cap\$775 \$775 \$875
- ☐ Towing/Camper Pkg\$275 \$275 \$325
- ☐ 3.7L V6 Engine(\$325) (\$325) (\$325)
- ☐ 6.2L V8 Engine\$1,000 \$1,000 \$1,125
- ☐ Heavy Duty Payload Pkg.\$550 \$550 \$625

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Loan	Clean Retail
Base	\$ 13250	\$ 14775	\$ 16025	\$ 14425	\$ 19400
Mileage Adjustment	\$ 2350	\$ 2350	\$ 2350	\$ 2350	\$ 2350
Options Adjustment	\$ 475	\$ 475	\$ 475	\$ 475	\$ 550
<b>Adjusted</b>	<b>\$ 16075</b>	<b>\$ 17600</b>	<b>\$ 18850</b>	<b>\$ 17250</b>	<b>\$ 22300</b>

**Base MSRP: \$ 33755**

**Auction (Get): \$ 0**

*Note: Select accessory before getting auction values.*

**Print**

**Close**